

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION at DAYTON

IN RE:	}	CASE NO. 22-31447
	}	
LAWRENCE LEE ADAMS	}	CHAPTER 13
	}	
DEBTOR	}	JUDGE HUMPHREY

**DECLARATION OF BRIAN D. FLICK, ESQ. IN SUPPORT OF
APPLICATION TO EMPLOY SPECIAL COUNSEL**

I, Brian D. Flick, declare under penalty of perjury under the laws of the United States of America, affirm and state as follows:

1. My name is Brian Daniel Flick. I am over the age of eighteen and fully competent to make this Declaration. I have personal knowledge of the facts stated herein and they are true and accurate to the best of my knowledge.

2. I am an attorney admitted to practice law in the State of Ohio.

3. I am a partner of DannLaw. The firm's practice focus is on representing clients who have been harmed by Governments, banks, debt buyers, debt collectors and other financial predators and providing access legal services for traditionally underserved working class and middle class Americans. I have fought for the rights of thousands of consumers during my 15+ years of practice. My principal office is located at 220 Mill Street, Milford, Ohio 45150, (513) 645-3488. DannLaw maintains its principal place of business at 15000 Madison Avenue, Lakewood, OH 44107.

4. I am, and at all relevant times was, authorized by DannLaw to represent the Debtor in prosecuting claims against Debtor's mortgage lender.

5. Insofar as I have been able to ascertain, neither I nor my law firm represents any interest, other than as set forth herein, which would be adverse to the interests of the Debtor, the Debtor's estate, the Creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee or any person employed in the Office of the United States Trustee.

6. Based upon the foregoing, I believe that neither I nor my law firm is a disqualified person within the meaning of section 101(14) and section 327 of the United States Bankruptcy Code and Bankruptcy Rule 5002 and 2014.

7. I have agreed to be compensated for my legal services, rendered on behalf of Debtor in the above-referenced matter, in accordance with the terms of the representation

agreement which is attached hereto and incorporated by reference for all purposes as if fully set forth herein.

8. I understand I am not permitted to settle any claim of the Debtor until a Motion to Compromise the claim is filed and approved by the Bankruptcy Court.

9. I further understand I am not permitted to receive any compensation for my representation of the Debtor until I file an Application for Compensation and the Application is approved by the Bankruptcy Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on this 24th day of February 24, 2022 in Cincinnati, Ohio.



/s/Brian D. Flick, Esq.
Brian D. Flick, Esq. (0081605)
DannLaw



DannLaw
15000 Madison Ave
Lakewood, OH 44107
(877) 475-8100

ATTORNEY RETAINER AND FEE CONTRACT

Lawrence Adams
3908 Everett Drive
Loveland, OH 45140

DannLaw works with clients who have legal disputes. We help people investigate and resolve these problems when possible or litigate them when necessary. This agreement establishes the terms by which we will represent you in one or more such matters.

The address above is our general mailing address for all clients. Please direct any written communication to this address.

Client has been assigned attorneys working at this office: 220 Mill St, Milford, OH 45150

The primary attorney assigned to your matter is: Brian Flick

The primary paralegal assigned to your matter is: Kimberly White

You may reach anyone at the law firm by calling 877-475-8100.

Matter Description

The undersigned (referenced herein individually as "Client") employs and retains the law firm DannLaw ("Attorneys") to provide legal services to Client regarding the following matter(s):

BK POC Litigation

Retainer Deposit Requirements and Fees

Client understands he is retaining DannLaw for the limited purpose of co-counseling with Greg Wetherall in the investigation and prosecution of the claim objection for his primary mortgage. Client understands he is paying \$0.00 up front to DannLaw and DannLaw will seek compensation pursuant to Fed. Bankr. R. 2016 along with Greg Wetherall as part of the confirmation process of his Chapter 13 Plan.

Periodically, Attorneys shall provide an invoice to Client showing actual time spent, fees incurred, any expenses paid on behalf of Client, and the application of any funds on deposit. Invoices will be sent to you via email through our practice management program (Clio). This system allows you to view your current invoice and make a payment online. Please make sure our office has your current email address and that you notify us of any changes. If you do not have access to the Internet, please let our office know. You authorize Attorneys to apply any funds on deposit to pay any invoice. At the conclusion of Attorneys' representation of Client, any funds on deposit not applied to an invoice will be returned to Client.

The current hourly rates for our professionals can be found in the attachment to the email sent with this agreement or by contacting our office.

Rates may change from time to time and any such changes shall be reflected in the linked document.

Each invoice shall reflect time billed at the then-current rates. The amount of work required in any given month is variable. Some months Attorneys will spend more time than others and the amount invoiced to Client may vary greatly. Client shall continue to make the required monthly payment deposit as agreed herein. From time to time, fees incurred may greatly exceed the Client's trust deposits, and in that situation, Attorneys may ask Client to make an additional retainer payment or to increase the monthly payment deposit to an amount which more accurately reflects the average of fees incurred on a monthly basis.

If you choose to have another party make legal payment for our legal services, you understand that our attorney client relationship is with you, and not the party who makes the payment. Receipt of payment from a third party will not interfere with our professional legal judgment and we will protect and maintain the confidentiality of all information related to representation in this matter.

Expenses

Client agrees that Client is legally responsible for all expenses reasonably incurred by Attorneys to investigate, raise errors and prosecute any claim, and that Client shall reimburse Attorneys for all expenses advanced on Client's behalf. Expenses which may be incurred by Attorneys include: filing fees, service-of-process, mediation, depositions, expert witness fees, subpoenas, trial exhibits, office expenses (e.g., travel, photocopying, postage, legal research), and all other out-of-pocket expenses that reasonably may be incurred to prosecute Client's claims. Attorneys may make any necessary advance of such costs, and reimbursement of such advancement(s) of costs shall be promptly made by Client.

Co-Representation

DannLaw may represent more than one person in the same legal matter where both parties have agreed to Co-Representation. If this matter includes representation of multiple individuals, signing this agreement you each affirm that you desire representation of both yourself and the other individual(s), that you are both in agreement with Co-Representation, and that you do not have a conflict of interest with the other party. Additionally, you affirm that you understand that if a conflict of interest should arise, it may be necessary for this firm to withdraw from representation of each client.

Termination of Agreement by Client

Client has the right to terminate this agreement and "fire" Attorneys at any time. Attorneys will have to obtain court approval to withdraw if suit has been filed. Should Client terminate the relationship with the Attorneys before the resolution of any pending matter, Attorneys are entitled to be paid for the value of the work they completed, at the prevailing hourly rate as reflected in the monthly billing statement issued to Client. Should Client fire Attorneys after an offer of settlement is received, and Client eventually accepts a settlement similar to the offer obtained, Attorneys are entitled to fees the same as if Client had not fired them. If Client fires Attorneys, Client shall reimburse Attorneys within thirty (30) days for any expenses advanced to date.

Client Responsibilities

Client agrees that once Attorneys have been retained that all communication between Client and any mortgage loan servicer, attorney, collection agency, or other person or business which is the subject of the matter, must stop. All communication must be through Attorneys. This requirement is for Client's protection. Client agrees to promptly forward any written communication received to Attorneys. Client understands that Client must fully cooperate with Attorneys throughout the course of representation. This includes, without limitation: (i) promptly returning calls; (ii) providing requested information; (iii) appearing when necessary at hearings, depositions or meetings; (iv) not taking action on the case without Attorneys' instruction and approval; (v) not discussing the case with anyone without Attorneys' approval and consent; and (vi) informing Attorneys immediately of any developments related to the case or any changes to Client's current information (i.e., work status, income, home or work address, phone number or e-mail address).

Client understands that Attorneys also have the right to terminate this agreement. Some reasons this might occur are: (i) Client and Attorneys cannot work together; (ii) Client does not cooperate with Attorneys; (iii) Client is not truthful with Attorneys about the case; (iv) Client refuses to accept a settlement that is reasonable; or (v) Client fails to pay any money as agreed. In the event Attorneys must terminate this agreement because of Client's non-compliance, Attorneys shall be entitled to fees for their work completed to date, at the prevailing hourly rate.

Length of Representation

If suit is filed Attorneys agree to represent Client through the conclusion of a trial, should one become necessary, or through a settlement, should that occur before trial. With Client's authorization Attorneys may file an appeal on Client's behalf in connection with any case filed, but if defendant(s) in any such case files an appeal, Attorneys reserve the right to refuse representation of Client in the appeal at Attorneys' discretion. Client understands that Attorneys shall be permitted to petition for and prosecute any claim for Attorneys' fees and costs, including the taking of an appeal on same. Should any post-judgment interest accrue on a judgment rendered against any defendant(s), Attorneys shall be entitled to the interest on their portion of the judgment and/or fee award, and Client shall be entitled to the interest on Client's portion. Attorneys reserve the right to terminate this agreement if at any time it appears to Attorneys that Client's claims no longer hold merit. Attorneys also shall have the right to withdraw from representing the Client in the event that the client fails to meet financial obligations to the firm outlined herein.

Miscellaneous

Attorneys have made no promises about the final outcome of Client's matter, except that Attorneys shall handle their work in a diligent and competent manner.

Attorneys shall not resolve, settle, dispose of, or compromise any Client matter without Client's express consent.

Client understands that Attorneys may retain co-counsel at Attorneys' discretion and share fees with co-counsel as outlined in an addendum to this Agreement, where applicable. Attorneys agree to consult with Client and disclose the terms of any arrangement with co-counsel prior to the retention of such attorney(s).

Client understands that Attorneys do not practice in the area of tax law and that it is Client's responsibility to consult a tax advisor regarding potential tax implications of any settlement or monetary recovery in any matter as all or a portion of any settlement or award may be taxable income, including any amount for Attorneys' fees.

Attorneys are not a credit repair organization or a debt settlement agency, and do not promise to repair Client's credit or settle debts except in the context of a litigated or potentially litigated matter. Client understands that only consumer reporting agencies can make a decision as to whether or not to correct erroneous credit reporting or repair a damaged credit rating.

Should Client and Attorneys mutually agree to amend a term of this agreement, any agreed-upon amendment must be evidenced in writing and signed by both parties.

Client hereby acknowledges having read this agreement fully, understands its terms, and agrees to them. If you do not understand any part of this agreement, do not sign.

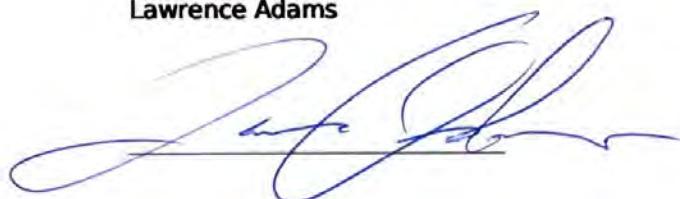
Client agrees to pay Attorneys all fees and costs reasonably incurred by Attorneys in any proceeding to enforce the terms of this agreement, including the collection of amounts due for unpaid fees.

Client agrees and consents to lawyers communicating with Client regarding the Client's matter and account by means of electronic communication ("email") to the email address provided by Client, which Client represents is owned by Client. From time to time, lawyer may communicate with Client regarding matters other than the Client's particular matter or account, such as services that the law firm may wish to market to the Client or issues that we find may be of interest to the Client. At any time, Client may withdraw his/her consent by notifying us in writing to cease communication by email.

*****DannLaw is a "paperless" law firm, and in accordance with that policy, does not retain any original documents. Any original documents client entrusted to us will be returned to you. Further, any documents received from Court, an opposing party, or in relation to the legal services provided, will be scanned and sent to you via email. DannLaw will retain a digital copy of client's file for a period commensurate with all applicable rules, or longer, depending upon the nature and content of client's file. If client requests a copy of the complete file, client will receive a digital copy.**

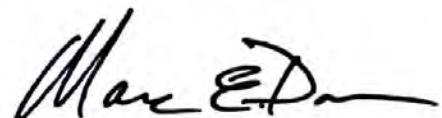
Client:

Lawrence Adams



01.31.2023

DannLaw:



Marc E. Dann, Attorney-at-Law
01/30/2023